

RFR DFW-2016-029: Biodiversity Initiative Contract for Conversion of Abandoned Agricultural Fields to Native Warm Season Grasses, Grading and Planting of Berms and Slopes, and Associated Access Road Mitigation at the Frances Crane (North and South) Wildlife Management Area (WMA) in Falmouth, MA



Introduction

Portions of the Frances Crane WMA have been identified by the *Action Plan for the Conservation of State-listed Obligate Grassland Birds in Massachusetts* as one of the best opportunities in the Commonwealth to support the conservation of rare and declining grassland bird species, and have undergone extensive management over the past year through tree clearing, invasive plant control, hedgerow removal and prescribed fire. In addition, wooded portions of the WMA adjacent to the grasslands offer great potential for upland game bird and shrubland songbird habitat, and have also undergone extensive management over the past year through tree clearing, fire break mowing, and prescribed burning. To compliment this work, DFW is seeking proposals for: 1) mowing, harrowing, and seeding of native warm season grasses (WSG) in existing fields; 2) removal of woody shrubs and trees on berms, grading of berms, and seeding of WSG; and 3) mitigation of existing access roads through graveling and grading (See Figures 1-3).

Contractors may bid on any or all treatments (see Mandatory bid sheets). Contract(s) will be awarded to the lowest responsible and eligible bidder for each treatment described on the mandatory bid sheet. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

DFW reserves the right to waive any informalities in, or to reject any or all Bids, if it be in the public interest to do so.

Timeline, Permitting, Funding, & Bonding

Timeline

Contractor(s) shall complete all work by or before June 30, 2016, unless otherwise specified in writing by DFW. Natural Heritage and Endangered Species restrictions do apply to certain activities and are described, if applicable, under each Treatment Type.

Permitting

Approved environmental permits for this work have been secured by DFW.

Funding

Fiscal year 2016 funding has been identified for this project.

Bonding

Contractor shall submit bonds from a surety company qualified to do business under the laws of the Commonwealth.

Each bidder shall provide a **bid deposit** in the amount of **5%** of the **total bid price**, to be submitted with the bid.

In addition, the winning bidder(s) shall submit: 1) a payment bond in the amount of 50% of the total contract price within ten days of contract award; and 2) a performance bond in the amount of 10% of the total contract price prior to the start of work.

Project Description

The project area consists of multiple treatment units totalling approximately 58.5 acres (51 acres of abandoned fields, 7 acres of berms, and 0.5 acre of access roads). Treatment units occur on abandoned agricultural lands with sandy-silt soils on relatively flat topography that occur in both the north and south portions of the Frances Crane WMA (Figures 2-1, 2-2, & 3). At Frances Crane North and South, a total of 42 existing fields (12 fields at Frances Crane North [Figure 2-1] and 30 fields at Frances Crane South [Figure 3]) totalling approximately 50 acres (an average of 1.2 acres per field) that currently do not support WSG need to be mowed, harrowed, and planted to WSG. In addition, one field edge at Frances Crane North totalling about 1 acre (shown in yellow on the east portion of Figure 2-2) does not need to be mowed, but will need to be harrowed and planted.

Some of the abandoned fields are separated by hedgerows/berms which DFW needs to have removed. The berms bisect fields that DFW wants to connect and then have planted with WSG. There are approximately 29 berms covering 6.5 acres to be treated at Frances Crane South (Figure 3), and 1 slope to grade at Frances Crane North covering 0.5 ac at the grassland/woodland interface (Figure 2-2, between points 013 and 014). The vendor will be required to remove all woody material from the hedgerows/berms (including stumps/roots of all trees and shrubs), and to remove the woody material from the site. The vegetation (all woody parts and root balls) to be removed varies between the hedgerows/berms with some hedgerows/berms containing only a few shrubs and others containing 10-20' tall pitch pine and oak trees 6-8" in diameter. After removing the woody material from the site, the hedgerows/berms at Frances Crane South will be graded flat to the level of the adjacent fields. Berm heights vary and range from 1-3 feet. The contractor will then harrow the graded berm areas (performing a minimum of two passes over all graded areas) and apply WSG seed provided by DFW using a conventional type of seeder (e.g., a Brillion seeder or equivalent). After removing woody vegetation from the one berm at Frances Crane North, the area will be graded to reduce the angle between existing grassland and adjacent woodland to facilitate future mowing by DFW staff. DFW will prioritize the hedgerows/berms to be removed based on the amount of funding available versus the cost to complete the work.

In addition to the work described above, a vendor will be required to grade eight sections of existing dirt/gravel access road totalling approximately 3,000 linear feet to enhance driveability, including seven sections at Frances Crane North totalling about 2,700 linear feet (see green dots with red numbers on Figure 2-2), and one section at Frances Crane South totalling 300 linear feet (Figure 3). All access road sections are about 12' wide. The total road surface area is slightly less than 0.5 acres. Five of the six sections of access road at Frances Crane North require gravel installation to a depth of 6-14", with an average depth of nearly 10" (see Figure 2-2 for locations, and Appendix 1 for pictures and descriptions). Approximately 500 yards (25-30 loads) of processed 1 1/2" minus gravel available locally from Cape Cod Aggregates in Bourne, MA (or equivalent) that will color match relatively well to native material already

on site are required, subject to approval by DFW. The one section of access road at Frances Crane South (300') will require grading only. All road sections are used as fire breaks, and will need to be driveable by 4x4 pickup trucks (see attached map).

Treatment Specifications

DFW has estimated treatment size (acres/linear feet) for each treatment type in GIS, and these sizes are approximate. Selected contractors are responsible for treating the entirety of the treatment areas as depicted in the accompanying figures and as marked on the ground regardless of the precise acreages. Bidders are responsible for verifying acreages prior to submitting bids. **Contractors may bid on any or all treatments (see Mandatory Bid Sheet).** DFW will evaluate bids relative to available funding and will award contract(s) as described above.

Treatment 1: Conversion of 51 acres of abandoned field to WSG.

The old field portions of the treatment area at both Crane north and Crane south (51 acres) will have been treated with herbicide in May or the first week of June 2016. **Following completion of this herbicide application in May or the first week of June 2016**, the vendor shall: 1) mow any woody stems present leaving stumps $\leq 2''$ above ground level; 2) harrow a minimum of 2 passes using machinery approved by DFW; and 3) seed with the native WSG that DFW provides using machinery approved by DFW. Vendor will be responsible for planting WSG to ensure good contact with exposed soil and according to the seed mix specifications provided by DFW and the seed supplier between June 10 and June 30, 2016, or an alternative timeframe agreed upon by DFW. All treatment units are old field areas that are either surrounded by high quality grassland, shrubland, or forested areas.

Natural Heritage & Endangered Species Program (NHESP) Timing Restrictions for this Treatment type require that turtle sweeps be conducted within 24 hours of any mowing, harrowing, or planting activity carried out with heavy machinery after April 15, 2016. DFW will provide trained staff to conduct sweeps, and the Vendor shall coordinate with DFW staff on a daily basis to insure that sweeps are completed as required by NHESP. All work items (1-3, above) under Treatment 1 shall occur AFTER April 15 and will require turtle sweeps. The Vendor should factor the cost of their staff time for coordinating with DFW staff into their bid to insure that sweeps are completed as required by NHESP (see Mandatory Bid Sheet).

DFW will provide **either** coated, inoculated little bluestem WSG seed (coated with a polymer coating which helps it hold water as well as doubling the weight of the seed), **OR** un-coated WSG seed, depending on availability from manufactures.

For Coated Seed: The Vendor shall plant coated little bluestem seed mix provided by DFW using a conventional seeding type machine approved by DFW such as a brillion, or using a broadcast and drag seeding system approved by DFW to ensure seed to soil contact and a planting depth of $\frac{1}{4}''$. A seeding rate of 5-20 pounds per acre is required for the coated seed, which should result in an application of 12-15 seeds per square foot.

For Un-Coated Seed: The Vendor shall plant un-coated little bluestem seed mix provided by DFW using a conventional WSG planting method approved by DFW. A seeding rate of 5-20 pounds per acre is required for un-coated seed.

The Vendor shall obtain DFW approval for the method of seeding applied. The vendor is responsible for describing the type of seeding equipment selected for application of coated vs. un-coated seed, why this equipment was selected, and how it will be used in relation to the successful WSG seed planting for both

coated and un-coated seed. The vendor shall enter their respective costs for planting coated vs. un-coated seed in the attached Mandatory Bid Sheet.

A DFW staff person must be on site during the seeding operation to ensure that the seeding specifications are met. The vendor shall coordinate the timing of seeding with DFW.

Treatment 1 is scheduled for completion in FY2016 (which ends June 30, 2016), pending availability of adequate funds. If adequate funds are not available to complete all of the work, DFW will rank the areas of highest priority and begin work in those areas.

Treatment 2: Woody material removal, grading, harrowing & planting of 30 berms totaling 7 acres to WSG.

The vendor shall: 1) remove all woody material from the hedgerows/berms, including stumps and roots from all trees and shrubs, and remove said woody material from the site; 2) grade hedgerows/berms to the level of adjacent fields using machinery approved by DFW; 3) harrow graded areas a minimum of 2 passes using machinery approved by DFW; and 4) seed harrowed areas with WSG seed provided by DFW using machinery approved by DFW. Vendor will be responsible for planting WSG seed to ensure good contact with exposed soil and according to the seed mix specifications provided by DFW and the seed supplier between June 10 and June 30, 2016, or an alternative timeframe agreed upon by DFW. Vendors shall describe in detail the type of machinery they plan to use for tasks 1-4, above, and explain why said machinery was selected (see attached Mandatory Bid Sheet).

Natural Heritage & Endangered Species Program (NHESP) Timing Restrictions for this Treatment type require that turtle sweeps be conducted within 24 hours of any woody material removal, grading, harrowing, or planting activity carried out with heavy machinery after April 15, 2016. DFW will provide trained staff to conduct sweeps and the Vendor shall coordinate with DFW staff on a daily basis to insure that sweeps are completed as required by NHESP. Work items 1 and 2 for Treatment 2 (woody material removal and grading) may occur prior to April 15. If work items 1 and 2 occur after April 15, they will require turtle sweeps. Work items 3 and 4 for Treatment 2 (harrowing and planting) shall occur on or after June 10, 2016 and will require turtle sweeps. The Vendor should factor the cost of their staff time for coordinating with DFW staff into their bid to insure that sweeps are completed as required by NHESP (see Mandatory Bid Sheet).

DFW will provide **either** coated, inoculated little bluestem WSG seed (coated with a polymer coating which helps it hold water as well as doubling the weight of the seed), **OR** un-coated WSG seed, depending on availability from manufactures.

For Coated Seed: The Vendor shall plant coated little bluestem seed mix provided by DFW using a conventional seeding type machine approved by DFW such as a billion, or using a broadcast and drag seeding system approved by DFW to ensure seed to soil contact and a planting depth of ¼". A seeding rate of 5-20 pounds per acre is required for the coated seed, which should result in an application of 12-15 seeds per square foot.

For Un-Coated Seed: The Vendor shall plant un-coated little bluestem seed mix provided by DFW using a conventional WSG planting method approved by DFW. A seeding rate of 5-20 pounds per acre is required for un-coated seed.

A DFW staff person must be on site during the seeding operation to ensure that the seeding specifications are met. The vendor shall coordinate the timing of seeding with DFW.

Treatment 2 is scheduled for completion in FY2016 (which ends June 30, 2016), pending availability of adequate funds. If adequate funds are not available to complete all of the work, DFW will rank the areas of highest priority and begin work in those areas.

Treatment 3: Grading of 8 sections of existing access road totaling 0.5 acres & graveling of 7 of the 8 sections.

For the 8 sections of access road mitigation, the successful vendor shall provide:

- 1) A bulldozer with an angle blade and a competent operator subject to approval of DFW to pre-grade all sections of existing road bed to fill pot holes, smooth washboard areas, and reduce high road shoulders (see Figures 2-2 & 3).
- 2) Approximately 590 yards (30-35 loads) of processed 1 ^{1/2}" minus gravel available locally from Cape Cod Aggregates in Bourne, MA (or equivalent) that will color match relatively well to native material already on site, subject to approval by DFW. Vendor shall deliver gravel to 7 of the 8 sections of access road, all at Crane North (see Figure 2-2 and Appendix I).
- 3) A bulldozer with an angle blade and a competent operator subject to approval of DFW to spread and grade the gravel immediately after it is deposited at the 7 sections of existing road bed.

Natural Heritage & Endangered Species Program (NHESP) Timing Restrictions for this Treatment type require that turtle sweeps be conducted within 24 hours of any grading or graveling activity carried out with heavy machinery after April 15, 2016. DFW will provide trained staff to conduct sweeps and the Vendor shall coordinate with DFW staff on a daily basis to insure that sweeps are completed as required by NHESP. All work items (1-3, above) for Treatment 3 may be completed prior to April 15, 2016, in which case turtle sweeps are not needed. Any work items for Treatment 3 conducted after April 15, 2016 will require turtle sweeps. The Vendor should factor the cost of their staff time for coordinating with DFW staff into their bid to insure that sweeps are completed, if necessary, as required by NHESP (see Mandatory Bid Sheet).

Other Contract Requirements

- The Vendor must notify the DFW representative prior to commencement of operations, even if a Notice to Proceed has been issued. Any work that is completed prior to notification is considered unauthorized and will not be paid for.
- Landing locations and temporary access roads to be used by the vendor **must be approved** by DFW at each site prior to the start of work.
- All roads used by the vendor for access to the fields must be restored to their pre-treatment condition at the conclusion of the seeding operation in coordination with, and to the satisfaction of, DFW staff. **Any ruts that are made during the treatments must be graded promptly as conditions permit to the satisfaction of DFW staff.** A DFW staff person will be on site for the majority of the operation and communicate daily with the vendor concerning treatment site conditions. If deep rutting occurs and compacts the soil so that grading will not bring the soil level back to the pre-use condition, DFW may require the vendor buy and to bring in approved gravel and/or fill material to remediate the access areas. **DFW must approve of any material brought onto site**

- All equipment operators are required to meet with a DFW representative to walk the entire project site prior to beginning work.
- Any accidents or injuries to workers, environmental accidents, or damage to public or private property associated with this project must be reported to DFW within 48 hours of the incident.
- **The winning bidder(s) will be required to thoroughly clean the exterior, undercarriage, and tires/tracks of his/her equipment with a high pressure washer at a maintenance facility prior to bringing the equipment on site according to DFW's Best Management Practices.** Cleaning will substantially reduce the chance of spreading invasive exotic plants from a previous work site. Machinery that has not been cleaned in this manner will not be allowed on site.
- Any flagging or other materials used on site during the application must be removed upon project completion (biodegradable flagging can be left in place).
- Any/all spills of hazardous material must be reported immediately to DFW.
- The Vendor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted by DFW, town officials, and other agencies with enforcement jurisdiction.
- When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Vendor, he/she shall restore, at his/her expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner.
- The Vendor shall be required to indemnify the Commonwealth from and against any liability for claims arising from the Vendor's activities under the contract. To support this indemnification requirement, the Vendor shall provide a) comprehensive commercial general liability insurance, with coverage for bodily injury, wrongful death, and property damage in the amount of \$1,000,000 naming the Commonwealth as an additional insured regarding the work to be performed under this contract, and b) Workman's Compensation Insurance as required under Massachusetts law for all persons employed by the Vendor, and provide Certificates of Insurance for all sub-contractors evidencing the same coverage required of the Contractor.
- The Contractor shall provide as surety a performance bond **in the amount of 10% of the contract price prior to beginning the work**, and payment bond **in the amount of 50% of the contract price prior to beginning the work**. Bonds must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.) [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]. The performance bond shall be forfeited as liquidated damages if all contract provisions covered are not faithfully and fully performed by the Contractor. Should the amount of damages, as determined by DFW, exceed the amount of said bond, the Contractor agrees to pay the excess balance within 90 days. Otherwise, said bonds will be returned to the Contractor after all terms of this contract are fulfilled to the satisfaction of DFW.
- The Vendor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Vendor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

- The storage or disposal of fuels, oils, bitumens, chemicals, or other harmful materials on any project sites or neighboring property is strictly prohibited.
- All persons employed by the Contractor shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration. Documentation of successful completion of said course shall be submitted with the certified payroll sheets for each employee.
- Any person employed by the Vendor or by any Subcontractor who, in the opinion of DFW's representative, does not perform his/her work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of DFW's representative, be removed by the Vendor or Subcontractor employing such person, and shall not be employed again in any portion of the project without the approval of DFW.
- Should the Vendor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, DFW's representative may suspend all work by written notice to the Vendor until compliance with such orders has been met.
- All equipment which is proposed to be used on the work site shall be of sufficient size and in such mechanical condition as to meet requirements of the project and to produce a satisfactory quality of work. Equipment used on any portion of the project site shall be used in such a way that no injury to previously completed work or adjacent property will result from its use.
- All mechanized equipment must be free of leaks in fuel and hydraulic lines during the course of work and must be removed from the site at the conclusion of work. Further, all mechanized equipment must carry oil-absorbent pads, quality subject to the approval of DFW, at all times to be used in the event of a fluid spill. Any employee working on a project site must receive instruction on proper response procedures to hazardous materials spills.

GENERAL INFORMATION:

- 1) It is the responsibility of the contractor to make all necessary measurements or assessments for bidding on this job.
- 2) Proof of liability insurance coverage shall be attached to the signed contract prior to project commencement.
- 3) All operations must be performed during normal working hours (Monday – Friday, 7:00 a.m. to 5:00 p.m.) unless other arrangements are made with DFW.
- 4) The total bid amount should not be limited to the previous description but shall include all materials and labor necessary to produce a completed job equal to or exceeding industry standards.
- 5) Total payment for this project shall be agreed upon before any work is initiated. The agreed sum shall be stated in the Notice to Proceed. Payment shall be made as a lump sum payment upon determination by DFW of completion of work, or as agreed upon in the scope of services and payment plan, and shall be made by DFW within thirty (30) days of receipt of an invoice. This provision shall not apply if DFW notifies the Contractor of insufficiencies in the work or non-compliance with the contract terms within thirty (30) days of receipt of said invoice. If so notified, the invoice amount will not be remitted and no invoice or demand for payment will be accepted until the contract compliance has been met. Once compliance has been met, payment after resubmission of an invoice will be made within thirty (30) days.
- 6) Contractors shall submit all certified payroll sheets for all employees employed at the work site that are performing prevailing wage tasks with their request for payment.

- 7) This project shall not commence until all required procurement forms have been submitted to DFW by the vendor, and until a "Notice to Proceed" has been received by the Vendor from the Division. The final award of this bid will be contingent upon availability of sufficient funds. The Division reserves the right to award part or all of this contract pending availability of funds.
- 8) If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.
 - (a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
 - (b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.
- 9) Any additional project costs must be approved in writing by the Division's Chief Financial Officer prior to being incurred.
- 10) DFW will make payment following a satisfactory completion and inspection of the finished job and receipt of an invoice from the Vendor for an amount not to exceed what is specified in the Notice to Proceed.

REQUIRED PROCUREMENT FORMS:

Projects shall not commence until all required procurement forms have been submitted to the DFW by the vendor. Procurement forms are not required with the bid response.

- a) MA Construction Contract and/or Scope of Service document, completed and signed by the respondent. Submitted form must be the signed original.
- b) Commonwealth Terms and Conditions filled out and signed by the respondent (if the Commonwealth Terms and Conditions has been previously filled out by a respondent and is on file with the Commonwealth, please indicate in the cover letter - a bidder is required to execute this form only once). Submitted form must be the signed original.
- c) Commonwealth W-9 tax information form filled out and signed by the respondent (if the Commonwealth W-9 tax information form has been previously filled out by a respondent and is on file with the Commonwealth, please indicate in the cover letter - a bidder is required to execute this form only once). Submitted form must be the signed original.
- d) Completed Contractor Authorized Signature Verification Form.
- e) Electronic Funds Transfer (EFT)
- f) Prompt Payment Discount
- g) Revenue Enforcement and Protection Certificate (REAP)
- h) Certificate of Compliance with MA Employment Security Law
- i) Performance Bond in the amount of 10% of the contract price, and Payment Bond in the amount of 50% of the contract price.

Considerations for Bid Submission

- The cost associated with the operator site walk prior to starting work should be reflected in the Vendor's bid.
- Vendors must also submit a document describing their company containment policies and procedures as well as all relevant employee training as it would relate to the vendor's preparedness to respond to a hazardous materials spill.
- An application schedule will be arranged with the winning bidder. Vendors are required to bid on the acreage as calculated using ArcGIS. Vendors should be aware that DFW funding is dependent on annual appropriations by the state legislature. If the necessary funds are not available to complete the entire project, DFW reserves the right to discontinue or reduce the scope of work.
- Contract will be awarded to the lowest responsible and eligible bidder for this project. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or

to be employed on the work; and (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

- DFW reserves the right to waive any informalities in, or to reject any or all Bids, if it be in the public interest to do so.

Questions:

Vendors may submit questions in writing or by telephone until close of business on Friday, February 12, 2016. DFW will post written responses to all questions on our website www.mass.gov/dfw/contracts.

Bidder's Conference:

It is **mandatory** for vendors to attend a Bidder's Conference for their bid to be accepted. There is a scheduled bidder's conference for this project on **Wednesday, February 10, 2016 at 9:30 am**. Meet at the DFW Field Trial parking area on the north side of Rte. 151 between Hamilton Tree and the town softball field (directions below). Vendors who are unable to attend the scheduled bidder's conference may arrange an alternate conference with the DFW contact person, but **must** do so **PRIOR** to the scheduled conference so that all eligible bidders can be announced by DFW at the scheduled conference at 9:30 am on February 10, 2016. **Bids will not be accepted from vendors who are not announced by DFW as eligible bidders at the scheduled Bidder's Conference.**

Please contact John Scanlon with any questions.

john.scanlon@state.ma.us

617-851-3577 cell, (508) 389-6324 work

Frances Crane WMA North (Pheasant Area) Field Trial Parking Area, Falmouth:

From Boston area

Take Route 3 to the Cape Cod Canal. At the Canal, go partly through the traffic circle to Route 6 (Scenic Hwy) west. From Route 6, follow the signs to Route 28 south, and the Bourne Bridge. Go over the bridge and continue going south on Route 28 to Route 151. Go east on Route 151. After approximately 2-miles there will be a sign for Hamilton Tree on the left (north). Immediately after Hamilton Tree, there will a sign for the Frances Crane WMA. Turn left (north) onto the unpaved road at the sign and follow approximately ¼ mile to the end. This is the primary (Field Trial) parking area for Frances Crane WMA north.

From west of Boston

Take I-495 south to the Bourne Bridge and the Cape Cod Canal. Go over the bridge and continue south on Route 28 to Route 151. Go east on Route 151. After approximately 2-miles there will be a sign for Hamilton Tree on the left (north). Immediately after Hamilton Tree, there will a sign for the Frances Crane WMA. Turn left (north) onto the unpaved road at the sign and follow approximately ¼ mile to the end. This is the primary (Field Trial) parking area for Frances Crane WMA north.

Bid Due Date:

Sealed bids must be submitted using the Mandatory Bid Sheet provided by **2:00 pm EST, Thursday, February 18, 2016, at which time they will be publicly opened and read.**

****Vendors MUST submit a document describing their company containment policies and procedures as well as all relevant employee training as it would relate to the vendor's preparedness to respond to a hazardous materials spill.

Submit 2 paper copies of your bid and supporting materials in hard copy form to:

Lori Cookman
DFW Field Headquarters
1 Rabbit Hill Road
Westborough, MA 01581

On the outside of the envelope containing the two complete copies of your bid(s), clearly mark: "Bid Documents Enclosed, DFW-2016-029".

All responses must include **two copies** of each of the documents listed below. **BE SURE TO INCLUDE ALL ITEMS LISTED HERE OR YOUR RESPONSE MAY BE FOUND TO BE INCOMPLETE AND NON-RESPONSIVE.**

- 1) Completed Mandatory Bid Sheet including description of project logistics
- 2) Description of company containment policies and procedures as stated above.
- 3) Affidavit: Proposal for RFR DFW-2016-029: Conversion of Abandoned Agricultural Fields to Native Warm Season Grasses at the Frances Crane (North and South) WMA One copy must be notarized original.
- 4) Bid deposit in the amount of 5% of total bid price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]
- 5) Business Reference Form outlining the bidders experience for conducting the type of work described in this RFR with references.

Submit questions to: john.scanlon@state.ma.us (preferred)
(617) 851-3577 (cell)

MANDATORY BID SHEET: DFW-2016-029

Treatment 2 – Grading, harrowing & planting of 30 berms totaling 7 acres to WSG

1. Removal of woody vegetation and grading of berms: Total \$_____
2. Harrowing: \$_____/acre Total \$_____
3. Planting of WSG (highest possible cost from below) Total \$_____
 - a. Coated Seed \$_____/acre
 - b. Un-Coated Seed \$_____/acre
4. Equipment cleaning: Total \$_____
5. Additional Costs* Total \$_____
6. **Total Cost (add items 1-5, above, using highest amount for item 3a vs. 3b)** **\$**

Logistics: Provide a **detailed** list of the proposed **equipment**, **explain why this equipment was selected, and describe how it will be used to complete removal of woody material (including stumps and roots of all trees and shrubs), grading, harrowing, and WSG seed planting**, including possible alternatives to those described in this scope of services. Please also list any previous experience in WSG establishment and this type of work.

***Give a detailed description on a separate sheet of any additional costs associated with this project site that are not included in the Project Costs above, including site access improvements.**
DFW will only pay additional authorized costs specified in your response to this scope of services.

MANDATORY BID SHEET: DFW-2016-029

Treatment 3 – Grading of 8 sections of existing access road totaling <1.0 acre, and graveling of 7 road sections.

1. Grading & gravelling Total \$ _____

2. Equipment cleaning: Total \$ _____

3. Additional Costs* Total \$ _____

4. Total Cost (add items 1-3, above)

| |
|----|
| \$ |
|----|

Logistics: List the **equipment and methods** proposed to complete this work.

***Please give a detailed description on a separate sheet of any additional costs associated with this project site that are not included in the Project Costs above, including site access improvements.** DFW will only pay additional authorized costs specified in your response to this scope of services.

****Vendors must submit a document describing their company containment policies and procedures as well as relevant employee training as it would relate to the vendor's preparedness to respond to a hazardous materials spill (e.g., hydraulic fluid, diesel fuel, engine oil) with their bid.**

Bid Deposit Calculation: Add the **Total Cost** for all Treatments (1-3) you are bidding on to obtain the **Total Bid Price** (for treatments with multiple options, use the option on which you bid the highest to calculate **Total Bid Price**). Multiply the **Total Bid Price** by 0.05 (5%) to calculate the **Bid Deposit Amount**.

- 1) **Total Bid Price:** \$_____

(add up each total cost from the highlighted boxes for Treatments 1-3)

- 2) **5% Bid Deposit Amount:** \$_____

By signing below, the bidder certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bidder's Information

| | | | |
|--------------------------|--|-----------|--|
| Name (printed) | | Signature | |
| Company | | Date | |
| Street Address | | Phone | |
| City, State, Zip Code | | Email | |

Signature conveys approval with all proposed bids and agreement with all terms set out in this Scope of Services.

AFFIDAVIT

State of _____
Date _____ 20____
County of _____

The undersigned being duly sworn, deposes and says that he is the

Sole owner; partner; president; treasurer or other duly authorized official of a corporation

of _____, for work in _____

| City/Town | Location |
|-----------|----------|
|-----------|----------|

on _____
Date bids were open

and certifies that of his own knowledge, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature and title of person making affidavit

Sworn to before me this

_____ day of _____ 20____.

BUSINESS REFERENCE FORM

The bidder shall supply the Division as part of their bid package a statement of their qualifications to conduct the type of work required under this RFR. The contractor shall also include a list of the similar jobs they have completed in the past 2 years, including the names, addresses, and contact numbers for each contract manager or owner of the job sites. Attach additional sheets if necessary.

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

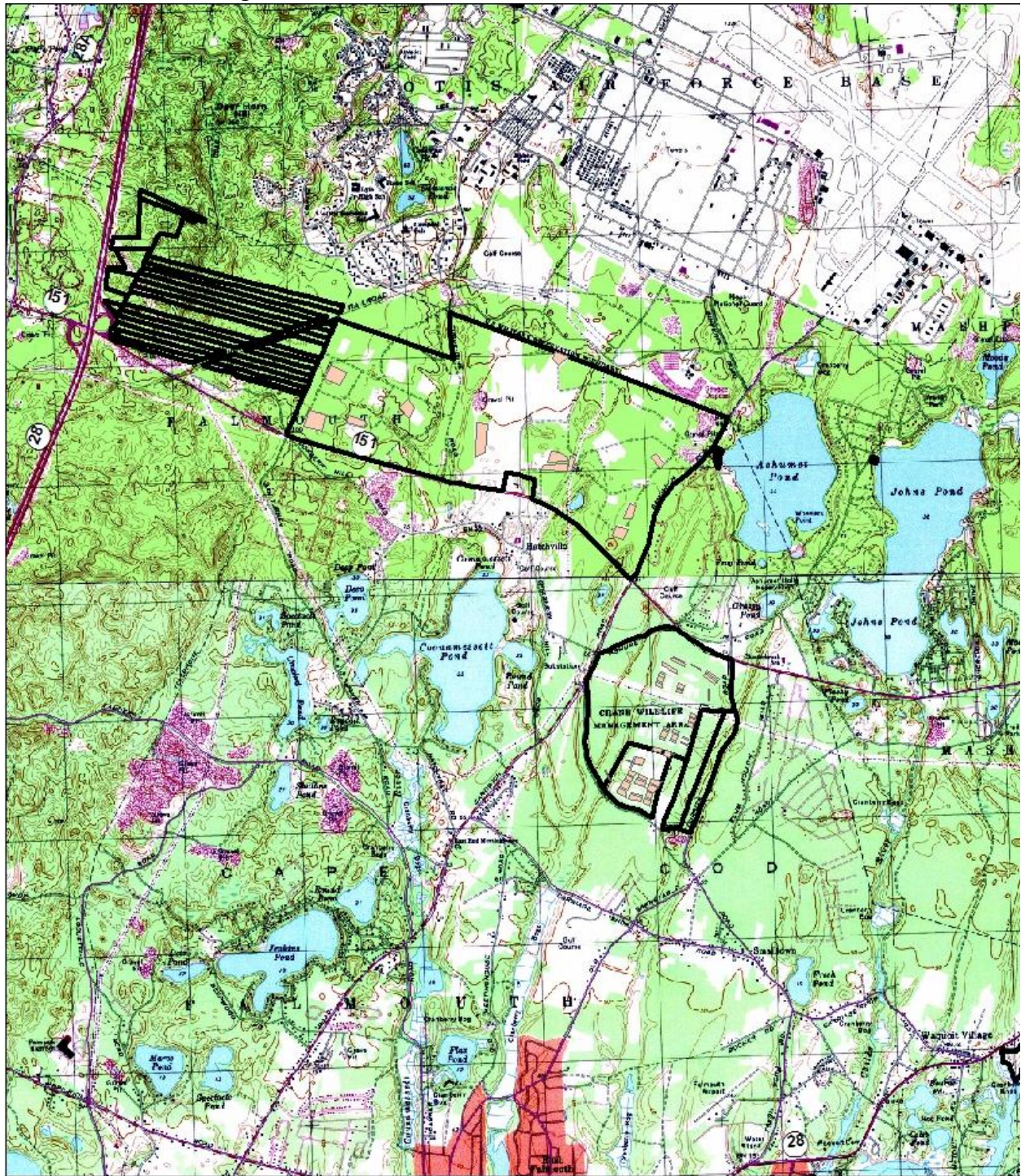
Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____
Address: _____ Phone: # () _____
Fax/Internet address: _____
Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____
Address: _____ Phone: # () _____
Fax/Internet address: _____
Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The Division may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Figure 1: Locus – Frances Crane WMA - Falmouth, MA



Treatment Areas
Frances Crane WMA, Falmouth, MA



Figure 2-1: Frances Crane North Abandoned Field Treatment Areas

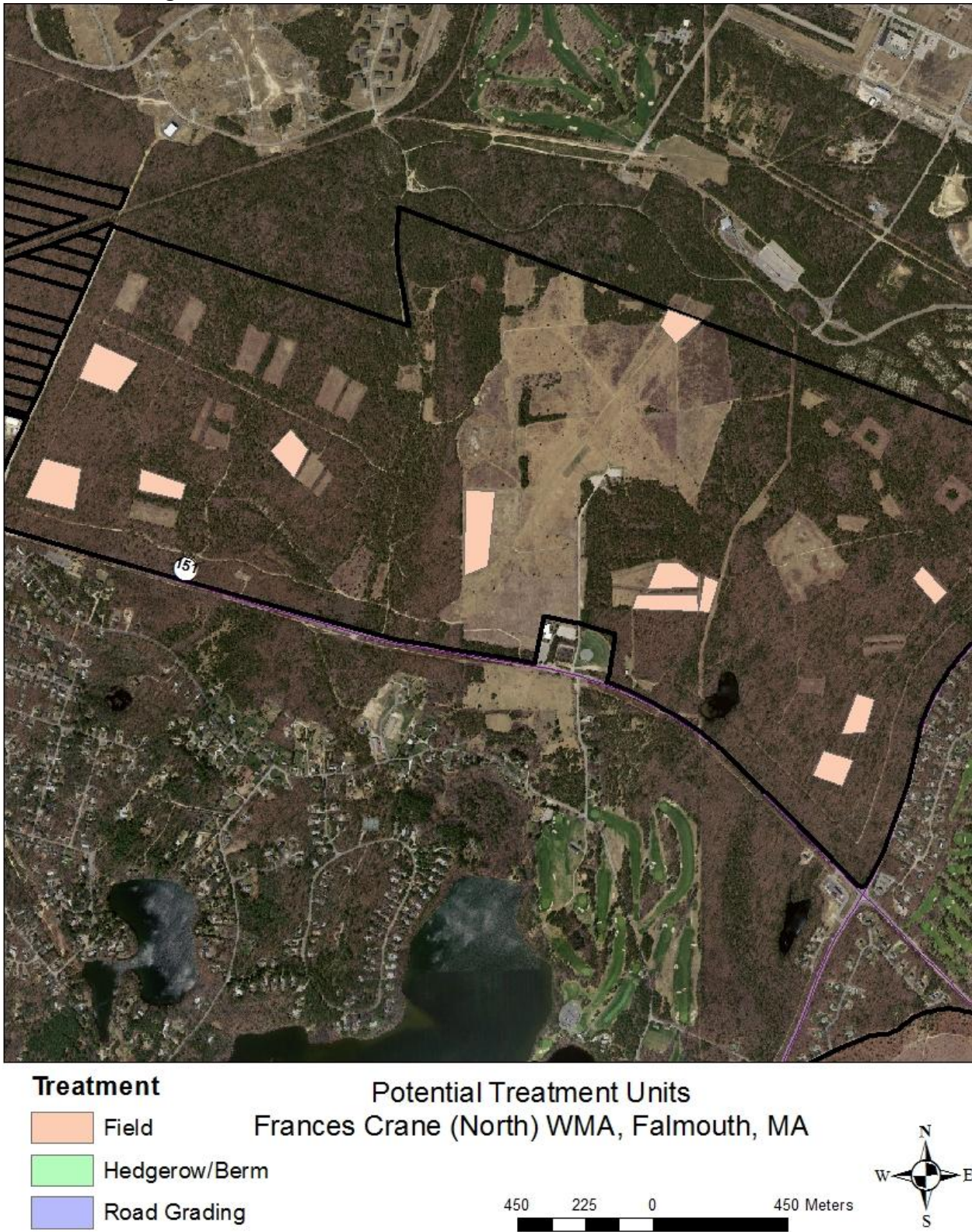


Figure 2-2: Frances Crane North Road Graveling/Grading Treatment Areas, and One Field Edge Treatment Area (shown in yellow)



FCN fill, grading and planting



Legend

- Stumps
- FCN fill and grading

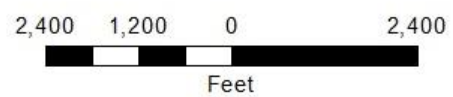





Figure 3: Frances Crane South treatment areas



Treatment Areas Frances Crane WMA, Falmouth, MA

Grading and Seeding Frances Crane WMA

Treatment

-  Field
-  Hedgerow/Berm
-  Road Grading



Appendix I

Access Road Graveling and Grading at Frances Crane North

Point 009 (Figure 2-2) needs filling and grading. It's 75 feet by 12 feet by 6 inches deep



Points 010 and 011 (Figure 2-2) needs graveling and grading over an area 300 feet long and 12 feet wide.



Point 012 (Figure 2-2) needs filling and grading. It's 270 feet by 14 feet and 6 inches deep.



Point 015 (Figure 2-2) needs to be filled and graded. It's 200 feet by 12 feet by 8 inches deep.



Points 016 and 017 (Figure 2-2) need to be filled and graded and connected to a side road. It's 185 feet by 12 feet and 14 inches deep.



Point 018 (Figure 2-2) needs to be filled and graded. It's 150 feet by 12 feet by 7 inches deep.



Points 019 and 020 (Figure 2-2) needs to be filled and graded. It's 170 feet by 12 feet and 8 inches deep.

